

REQUEST FOR SEALED PROPOSALS (RFP)
RFP# 301-16-120

Issue Date: May 9, 2016

Title: Marketing Consulting Services in Middle East North Africa

Commodity Code: 96179

Issuing Agency: Commonwealth of Virginia
Virginia Department of Agriculture and Consumer Services
Procurement Office
102 Governor Street, Rm. 240
Richmond, VA 23219 USA

Work Location: Middle East North Africa (MENA)

Period of Contract: One year upon contract award with four one-year renewal options

All inquiries for information must be directed to Betty M. Lowther, C.P.M., CPPB, VCM, Director of Procurement and Support Services by calling (804) 225-3798, faxing to (804) 371-8372 or e-mailing to betty.lowther@vdacs.virginia.gov.

Sealed proposals will be received until 2:00 pm, local prevailing time, on June 7, 2016, for furnishing the services described herein.

MAIL OR HAND-DELIVER PROPOSALS TO THE ISSUING AGENCY AT THE ADDRESS SHOWN ABOVE. LATE OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED. ELECTRONIC PROPOSALS ARE NOT ALLOWED AND CANNOT BE ACCEPTED.

In compliance with this Request For Proposals and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name And Address Of Firm:

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

_____ Zip Code _____

Title: _____

E-mail: _____

Phone : (____) _____

Fax: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RETURN ALL PAGES ALONG WITH YOUR ORIGINAL PROPOSAL

VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract with one Contractor through competitive negotiation for an in-country (in-region) consultant to assist with marketing and promotional activities for Virginia-produced products in the Middle East North Africa (MENA) region for an initial one (1) year term (with four one-year renewal options) for the Virginia Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia.

II. BACKGROUND

VDACS helps Virginia companies develop profitable export opportunities throughout the world for products including, but not limited to, agricultural commodities, processed foods and beverages, seafood and aquaculture products, and forest products. Agricultural products are critical to Virginia's economy; the annual value of Virginia's agricultural exports exceeds \$3 billion. These exports help support jobs related to farming, transportation, and other service sectors in the Commonwealth.

Through the use of staff based in Virginia and the utilization of in-country (in-region) consultants in various markets, VDACS is able to maintain daily contact with buyers and gather trade leads for Virginia-produced products. VDACS' Office of International Marketing (OIM) also works hand-in-hand with region-specific or commodity-specific trade organizations, such as the Southern United States Trade Association (SUSTA), to provide export opportunities like regular and inbound trade missions.

III. STATEMENT OF NEEDS

VDACS is seeking an in-country (in-region) consultant to assist with marketing and promotional activities in MENA for Virginia-produced products, and to research and advise regarding the labeling and other regulatory requirements for certain agribusiness products entering MENA. For the purposes of this RFP, the Middle East North Africa region includes the countries of: Algeria, Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Qatar, Saudi Arabia, Syria, Tunisia, United Arab Emirates, West Bank and Gaza, and Yemen. VDACS' preference is that the Contractor be a marketing firm rather than a self-employed individual. The Contractor will work with assigned VDACS marketing personnel.

VDACS will utilize an in-country (in-region) consultant in MENA to build trade relationships, determine the challenges the trade face in importing Virginia-produced food and agricultural products, increase awareness and interest in the procurement of Virginia-produced food and agricultural products and identify the best opportunities to promote Virginia-produced food and agricultural products.

VDACS marketing staff works with many U.S. Department of Agriculture Cooperators, such as SUSTA, the American Hardwood Export Council, the US Grains Council, and others. These organizations are a valuable resource to VDACS as a source of market intelligence and foreign contacts. Additionally, in some cases, Cooperator funds are available for VDACS to use for export promotion activities to assist Virginia companies directly.

MENA is an important growth market for Virginia agricultural and forestry products. The Cooperators mentioned above, and many others are already active in the MENA market and OIM is already benefiting from these relationships. The purpose of this Contractor is to build upon the work that VDACS has already done in MENA and to secure new export business for Virginia companies. The ultimate success of this contract will be measured in new sales for Virginia businesses. The Contractor will work closely with VDACS staff, based in Virginia, to prioritize the products and segment the MENA market to ensure the best possible chance for sales. A secondary purpose of the Contractor's work will be to keep VDACS and Virginia agricultural and forestry exporters well informed of tariff and non-tariff barriers that impact the competitiveness of Virginia exports, as well as the overall market conditions in MENA. Strategies will be developed jointly to address trade issues and economic conditions.

The Contractor should provide recommendations and strategies for improving the competitiveness of Virginia exports in MENA. Special projects (trade shows, trade missions, in-store promotions, trade servicing, etc.) may require extended travel or additional work hours in a given week.

The Contractor and or the Contractor's representative is expected to be located in and reside in the region of representation. Coverage of the United Arab Emirates, Saudi Arabia, Egypt and Morocco is preferred, as well as company location in one of these countries. If the Contractor's primary point of contact plans to spend more than thirty (30) consecutive days outside of the home market, he or she must notify VDACS in advance and provide an explanation as to who will be serving as the primary point of contact during the absence.

Specific responsibilities include:

A. Assistance to Virginia Companies

A key responsibility of the in-region consultant (Contractor) in MENA will be helping Virginia companies export their products to MENA by providing local market assistance. Many of these companies are small or medium-sized in nature, thus they need significant attention and assistance. The associated services that will be required of the Contractor may include, but are not limited to:

1. Assisting Virginia exporters in making contact with potential MENA importers, distributors, and retailers by developing matchmaking opportunities, providing interpretation and translation services, as necessary. Services may also be used for developing and delivering promotional material, correspondence, and for meetings, trade shows, and escorting foreign buyer missions in Virginia;
2. Assisting with travel for Virginia agribusiness exporters to MENA including arranging meeting and developing itineraries for VDACS and Virginia companies traveling to MENA, making hotel arrangements, and arranging transportation details;
3. Maintaining on-going contact with foreign buyers, including buyer selections and escorting buyer missions to Virginia;
4. Advising and assisting with distribution that includes finding importers, warehousing, and other distribution facilities and partners;
5. Advising on import ingredient restrictions, labeling regulations and other relevant regulations in MENA;
6. Reviewing market reports and other sources of information on the MENA market that will lead to better market intelligence and understanding of export opportunities for Virginia-produced products. Information should include issues of trade policies and changing economic conditions in order to provide VDACS with the most salient

information;

7. Corresponding directly with Virginia companies to keep trade leads active and obtaining necessary information. In all cases, VDACS should be made aware of this contact through being copied on the correspondence;
8. Advising on obtaining payment for export transactions; and
9. Advising on marketing and public relations activities for Virginia-produced products.

B. Trade Servicing

The responsibilities of the Contractor in carrying out trade servicing include, but are not limited to:

1. Visiting with potential importers, distributors, retailers, and food service companies and food ingredient buyers, and developing lists of these companies that are the most reputable, experienced, and in the best position to purchase Virginia-produced products;
2. Developing and maintaining a database of potential MENA importers and buyers, their contact information, and their product interests;
3. Liaising with Foreign Agricultural Service Posts on a regular basis;
4. Informing VDACS of market development opportunities that arise throughout the year and activities that should be included in our United Export Strategy Application for the next year;
5. Traveling to the United States for meetings with VDACS personnel and clients when requested;
6. Generating and following up on trade leads after an event;
7. Following up with key buyers from trade missions and other special projects;
8. Ascertaining problems which may be inhibiting export sales;
9. Obtaining evaluations or participant feedback following each activity;
10. Tracking sales and other performance measures resulting from all events;
11. Assisting, on an ongoing basis, in generating export success stories; and
12. Providing information regarding trade servicing in the weekly report that outlines the trade servicing completed and any results achieved.

C. Market Research, Development, and Promotion

The responsibilities of the Contractor in carrying out market research, development, and promotion include, but will not be limited to:

1. Undertaking industry and/or sector studies as requested;
2. Identifying and recommending promotional opportunities in the food service, food retail, and food ingredient sectors of the market;
3. Developing and assisting with implementation of promotional activities within the guidelines specified by VDACS, including negotiating promotional terms, assisting with in-store merchandising and display, and developing promotional concepts and materials;

4. Submitting a report on each activity and providing any required evaluation results; and
5. Performing other specific consulting work as requested by VDACS.

D. Trade Shows

The Contractor will notify VDACS and Virginia companies of the best opportunities to exhibit at trade shows in MENA, providing them with the information and support they need to be an effective exhibitor at these events. In addition, the Contractor should provide value for exhibitors by focusing efforts on maximizing their potential for developing leads, securing an importer/distributor, and realizing sales from the show. Ultimately, by being adequately prepared to do business at the show, companies make the best possible use of the trade show environment and improve their chances for achieving new sales. Trade shows and activity dates will be determined after award and on an on-going basis in conjunction with VDACS OIM staff.

The types of services considered for each trade show should include, but are not limited to:

1. Identifying and providing details on food trade shows in the MENA market to include the number of exhibitors, key buyers attending, and recommendations on which shows to exhibit;
2. Conducting pre-show product research regarding pricing, import regulation, and competitor analysis;
3. Targeting invitations to qualified buyers for exhibitor booths, providing buyer-seller instructions, and setting up pre-arranged appointments for each exhibitor;
4. Providing basic exhibitor material for buyers on each company exhibiting and their product information;
5. Providing technical support at the show, to include on-site show assistance by in-market representatives;
6. Providing in-market briefings and local industry tours, as appropriate;
7. Qualifying exhibitors' leads from the show, and conducting due diligence, if necessary; and
8. Conducting follow-up correspondence with key buyers after the show.

E. Inbound Trade Mission

The Contractor should provide the best opportunities for Virginia companies with key MENA buyers by providing matchmaking one-on-one meetings during inbound trade missions which:

1. Identify key contacts in the market to travel to the U.S. for one-on-one meetings with Virginia companies;
2. Create invitations, and invite key buyers;
3. Schedule one-on-one meetings for each buyer with Virginia companies;
4. Work with VDACS to identify and secure a location for the one-on-one meetings;
5. Work with VDACS to organize and coordinate all logistics for the one-on-one meetings;
6. Organize and coordinate market tours in each location; and
7. Prepare an agenda for each Virginia Company to meet key MENA buyers.

F. Outbound Trade Missions

The Contractor should provide the best opportunities for Virginia companies with key MENA buyers by providing matchmaking one-on-one meetings during outbound trade missions which:

1. Identify key contacts in the market for one-on-one meetings with Virginia companies in the MENA market;
2. Schedule one-on-one meetings for each buyer with Virginia companies;
3. Work with VDACS to identify and secure a location for the one-on-one meetings;
4. Work with VDACS to organize and coordinate all logistics outbound trade missions and one-on-one meetings;
5. Organize and coordinate market tours in each location; and
6. Prepare an agenda for each Virginia Company to meet key MENA buyers.

G. Deliverables

The Contractor should provide the following deliverables:

1. Weekly activity summary reports to VDACS with information that may be included in VDACS' Marketing Division Weekly Report—to include number of client calls/visits, contact information regarding the call/visit (an in-person visit, a phone call, or email), and notes and outcomes of the calls/visits;
2. Special written or oral reports, when requested by VDACS; and
3. Trip or activity reports when requested by VDACS, should include:
 - a. Purpose of travel and a brief summary;
 - b. Itinerary of meetings and/or work accomplished;
 - c. Observations, conclusions, and recommendations;
 - d. A list of contacts and/or business cards received as a part of working under this contract; and
 - e. Expense report in VDACS' Excel format, with original receipts.
4. Documentation of the following annual targets:
 - a. 50 documented sales/marketing presentations to relevant companies across MENA;
 - b. 1 organized trade mission to MENA with Virginia exporters;
 - c. 1 reverse trade mission in Virginia for importers from MENA; and
 - d. 4 documented new sales accounts for Virginia exports.

The Contractor will be responsible for planning, promoting, and managing the above trade activities under VDACS' MENA initiative.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. **One (1) original hard copy (paper)** of the entire proposal, including

all attachments and proprietary information clearly marked “Original” on the outside of the proposal; **four (4) copies** (so marked); and **one (1)** unsecured electronic copy (on a disc or encrypted flash drive) of the entire proposal, including all attachments and proprietary information must be submitted. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals must be signed by an authorized representative of the Offeror. All information must be submitted. Failure to submit all information requested may result in VDACS requiring prompt submission of any missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward and concise description of the Offeror’s capabilities to satisfy the requirements of the RFP—following the format outlined in IV.B. Emphasis should be on completeness and clarity of the proposal’s content.
- c. Ownership of all data, documentation, and materials originated and prepared for the Commonwealth of Virginia pursuant to this RFP shall belong exclusively to the Commonwealth of Virginia and shall be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words “REDACTED COPY” prominently displayed on the cover.

B. Specific Requirements:

Proposals should be as thorough and detailed as possible so that VDACS can properly evaluate the Offeror’s capabilities to provide appropriate services. The proposal should specify the areas in MENA where the Contractor has relevant experience to provide the services requested. Offerors are required to submit the following items with their complete proposal in the order and tabbed as listed below:

- Tab 1: This entire RFP, including the Cover Sheet, signed and filled out as required in the **original copy only**. (A copy of the RFP is not to be included in any of the additional four copies, which are to be provided.)
- Tab 2: Offeror Information Sheet (ATTACHMENT D), filled out as required.
- Tab 3: Offeror Reference Data Sheet (ATTACHMENT E), filled out as required.
- Tab 4: A written narrative describing the Offeror's marketing plan that addresses each section in the Statement of Needs as outlined in Section III. Information should also include the Offeror's location plan and set up or current office facilities. Information on the specific areas/locations in MENA where the firm proposes to provide coverage.
- Tab 5: Offeror's experience and familiarity with marketing in MENA including, but not limited to the firm's understanding of the diverse issues of importing/exporting of Virginia-produced products. Specify the countries in MENA where your firm has relevant experience. Information includes, but is not limited to, the challenges and proposed solutions as well as the proposed process to research and advise on tariff and non-tariff barriers impacting Virginia exports.
- Tab 6: Expertise and experience of the company in understanding the diverse issue of international marketing as it relates to MENA. Provide the names and resumes of each of the proposed project team members and the role they will assume if firm is awarded the contract. Include the percentage of time these individuals times will be dedicated to support this initiative. Identify the primary point of contact and the backup person that can provide information when the primary contact is not available. Confirm the primary point of contact is located and resides in the MENA region. In addition, state if this individual anticipates being out of the home market for thirty (30) or more consecutive days a year.
- Tab 7: A Pricing Schedule shall be submitted (reference Section IX). The Pricing Schedule should cover the entire fee for wages, overhead and any other administrative cost related to the proposal. This base fee should not fluctuate from month to month.
- NOTE: The cost of conducting certain specific activities should not be included in the pricing schedule, as certain expenses, such as the cost of trade show booths, overnight lodging, airfare, or travel-related meals, and other incidental expenses may be paid to the Contractor on a reimbursement basis. These individual activities/expenses of more than \$1,000 a piece require pre-approval by VDACS.
- Tab 8: Complete the appropriate Internal Revenue Service form (W-8BEN or W-8BEN-E) located at <http://www.irs.gov/Forms-&-Pubs> and State Corporation Commission Form (Attachment F).

V. EVALUATION CRITERIA

Proposals shall be evaluated by VDACS using the following criteria.

Criteria	Points
Plans and approach for providing the service	40
Expertise and related experience of the firm and assigned personnel	35
Price	25

VI. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act* of 1964, as amended, as well as the *Virginia Fair Employment Contracting Act* of 1975, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal *Immigration Reform and Control Act of 1986*.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any

revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the

existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.
- V. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. **SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- C. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 days the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- D. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDACS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- E. **CANCELLATION OF CONTRACT:** VDACS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>June 7, 2016</u>	<u>2:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>301-16-120</u>	
Street or Box Number	RFP No.	

City, State, Zip Code		
<u>Marketing Consulting Services in MENA</u>		
RFP Title		
Name of Contract/Purchase Officer: <u>Betty M. Lowther</u>		

The envelope should be addressed as directed on Page 1 of the solicitation

- G. **RENEWAL OF CONTRACT:** This contract may be renewed by VDACS for three successive one-year periods under the terms of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of VDACS' intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If VDACS elects to exercise the initial option to renew the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods VDACS elects to exercise the option to renew the contract, the contract price for the subsequent renewal period shall not exceed the contract price of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- H. **NONCOMPETITION:** During the term, and for a period of one (1) year after the expiration of the term, the Contractor shall not provide any services to any entity which, in the sole discretion of VDACS, directly or indirectly, competes with VDACS. The Contractor shall not enter into any contracts or agreements with other economic development organizations for the provision of services without prior written consent of VDACS.

- I. **FOREIGN CORRUPT PRACTICES ACT COMPLIANCE:** The Contractor acknowledges that performance of this contract is subject to U.S. *Foreign Corrupt Practices Act* U.S.C. §§ 78dd-1, et seq., as amended from time to time (the *FCPA*). The Contractor represents and warrants to VDACS that it is familiar with the *FCPA* and its purposes and, specifically, that it is familiar with the *FCPA*'s prohibition of the acts described in Article 9.

In connection with its performance of this Contract, the Contractor shall not, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to (a) any foreign official (as defined herein), any foreign political party or official thereof, or any candidate for foreign political office; (b) any person while knowing that all or a portion of such money, gift, or thing of value will be offered, paid, given, or promised, directly or indirectly, to any such foreign official, foreign political party or official thereof, or to any candidate for foreign political office (each such official, political party, or official thereof, or candidate or person being herein called a "Restricted Person"); (c) any officer, director, shareholder, employee, or agent of any foreign government entity or person, for the purpose of influencing any act or decision of such foreign official, foreign political party or official thereof, candidate or person, officer, director, shareholder, employee, or agent in his, her, or its official capacity, or inducing such foreign official, foreign political party or official thereof, or candidate or person to do or omit to do any act in violation of the lawful duty of such foreign official, foreign political party or official thereof, candidate or person, or securing any improper advantage; or inducing such foreign official, foreign political party or official thereof, candidate, officer, director, shareholder, employee, or agent to use his, her, or its influence with any foreign government or instrumentality thereof or any customer to affect or influence any act or decision of such foreign government or instrumentality or customer; in order to assist the Contractor or VDACS in obtaining or retaining business with, or directing business to, any person. As use herein, "foreign official" means any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

The Contractor represents and warrants he, she, it is not a Restricted Person.

The Contractor has not performed and shall not perform any act which would constitute a violation of the *FCPA* or which would cause VDACS to be in violation of the *FCPA*.

In the performance of the services, the Contractor shall act in accordance with the highest standards of honesty, integrity, and fair dealing—while complying with all applicable U.S. laws.

- J. **EXCUSED PERFORMANCE:** Neither VDACS nor the Contractor will be liable for, or considered to be in default or in breach of this contract on account of any delay or failure to perform as required by this contract as a result of any cause or condition beyond his, her, its reasonable control (including, without limitation: fire, explosion, earth quake, storm, flood, wind, drought, and act of God or the elements; court order; act, delay, or failure to act by civil, military, or other governmental authority; strike, lock-out, labor dispute, riot, insurrection, sabotage, and war; and act, delay, or failure to act by the other party or any third party); provided that such party uses its best efforts to overcome promptly or mitigate the delay or failure to perform.

Any party whose performance is delayed or prevented by any cause or condition with the purview of this section will promptly notify the other party thereof, the anticipated duration of the delay or prevention, and the steps being taken to overcome or mitigate the delay or failure to perform.

- K. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor, not an employee or agent, of VDACS. Without limitation of the foregoing, the Contractor shall:
1. not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of VDACS;
 2. not be entitled to any worker's compensation, pension, retirement, insurance, or other benefits afforded to employees of VDACS;
 3. provide for all national income tax and other withholding relating to the Contractor's compensation;
 4. pay all social security, unemployment, and other employer taxes relating to the Contractor's performance of the services herein; and
 5. perform all reporting, recordkeeping, administrative, and similar functions relating to the Contractor's compensation.
- L. **GOVERNING LAW:** This Contract will be interpreted, construed, and enforced in all respect in accordance with the laws of the Commonwealth of Virginia without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.
- Neither party will commence or prosecute any suit, proceeding, or claim to enforce the provisions of the Contract, to recover damages for breach or default under this contract, or otherwise arising under or by reason of this contract, other than in the state or federal courts located in Richmond, Virginia.
- M. **AMENDMENT:** No amendment of any provision of this contract shall be valid unless set forth in a written amendment signed by both parties.

VIII. METHOD OF PAYMENT:

The Contractor's fee and reimbursements will be paid in accordance with the requirements outlined in Attachment A, items F. & G. Invoices, along with all receipts and supporting documentation, shall reference the contract number and be sent to:

Virginia Department of Agriculture
Attn.: E.L. Knicely
102 Governor Street
Richmond, VA 23219 USA

IX. PRICING SCHEDULE:

Offeror agrees to provide the proposed marketing services in MENA for the following price:

\$_____ USD* per month X 12 (for the initial contract period of 1 year) =\$_____*

The cost of conducting certain specific activities should not be included in the monthly fee provided above, as certain expenses, such as the cost of trade show booths, overnight lodging, airfare, or travel-related meals, and other incidental expenses may be paid to the Contractor on a reimbursement basis.

*All prices must be stated in U.S. dollars.

ATTACHMENT A: TRAVEL & REIMBURSEMENT REQUIREMENTS

- A. **PERSONAL BUSINESS:** The Contractor shall not solicit personal business during the time the Contractor is performing work under this contract. Any business conducted for the benefit of the Contractor must be done on the Contractor's own time and at the Contractor's personal expense and shall not pose a conflict of interest with the goals and objectives of VDACS.
- B. **OVERNIGHT TRAVEL:** Prior to overnight travel where an individual trip is expected to cost in excess of \$1,000, the Contractor shall obtain written approval from VDACS—utilizing the Consultant Approval Form found in Attachment B. The Contractor will be reimbursed for all travel expenses within allowable guidelines in accordance with VDACS Travel Policy 4.2. The allowable reimbursement rate for lodging, meals and incidental expenses is based upon the US Department of State guidelines as published at http://aoprals.state.gov/web920/per_diem.asp. Allowable rates for travel within the United States shall be based upon Commonwealth of Virginia guidelines adhered to in accordance with VDACS policy. Advance travel authorizations will be required for:
1. All consultant travel that will be outside of the Contractor's base country or,
 2. Any domestic travel, within the Contractor's base country where costs will exceed \$1,000.

Meal expenses will be reimbursed in accordance with allowable per diem rates for the travel location. The per diem rates as established by the US Department of State include reimbursement for overnight meals and incidental expenses such as tips, personal telephone calls and laundry. The Contractor must provide a full explanation and supporting documentation to be reimbursed for business telephone calls.

The Contractor must provide with the invoice an original, itemized receipt for expense reimbursements including an itemized hotel bill as evidence of overnight accommodations, along with the approved Consultant Approval Form. Transportation cost between locations must include an original bill or statement from the common carrier or a statement of miles driven by the Contractor. When procuring services via the Internet, the Contractor must provide a hardcopy of the final page from the Internet site showing total cost and confirmed services and the Airline confirmation (ticket stub) of the type of ticket purchased.

- C. **SPECIAL PROJECTS/EXPENSES FOR OTHER THAN OVERNIGHT TRAVEL:** Prior to incurring expenses expected to exceed \$1,000 related to a special project or any other activity, the Contractor shall obtain written approval from VDACS—utilizing the Consultant Approval Form found in Attachment B. The Contractor must provide with the invoice an original, itemized receipt for expense reimbursements, along with the approved Consultant Approval Form. Examples for costs that may be reimbursed include, but are not limited to:
1. procuring materials, supplies, or services for special events;
 2. advertising;
 3. promotions or product demonstrations; and
 4. costs associated with trade shows.
- D. **COMBINING OF BUSINESS AND PERSONAL TRAVEL:** The combining of business and personal travel is discouraged and subject to VDACS approval. If, however, personal travel is combined

with necessary business travel, the Contractor must request prior authorization in writing from VDACS. The request should be submitted on the Request to Combine Business and Personal Travel Form, Attachment C. Reimbursement of travel expenses will be limited to costs incurred exclusively for conducting official VDACS business, which must be clearly documented and justified. No costs incurred by having a spouse, family members, or pets with the Contractor on the trip will be reimbursed. The Contractor should submit the completed request form to VDACS at least thirty (30) days in advance of the trip. The approved form must be attached to the invoice for reimbursement purposes.

- E. **EXTRAORDINARY COSTS:** Any extraordinary costs incurred by the Contractor may be considered for reimbursement if fully justified in writing and approved by the VDACS Director of International Marketing unless the costs are travel related. All travel related expenses must be approved in advanced in accordance with VDACS Policy 4.2 when:
1. Travel will be conducted outside of the country; or
 2. When domestic travel costs will exceed \$1,000. Advance approval must be obtained utilizing Consultant Approval Form found in Attachment B.
- F. **PAYMENT/REIMBURSEMENT PROCESS:** All payments for the monthly contract fee on this contract will be made within 30 calendar days after VDACS receives a proper and correct invoice from the Contractor and all of the required supporting documentation. The payment for the monthly contract fee will be made in U.S. Dollars.

A separate invoice shall be sent for reimbursement of approved costs including travel, special projects, or for any other activities (not including the normal monthly contract fee). For these reimbursements, payment will be made within 15 calendar days after VDACS receives a proper and correct invoice from the Contractor and all of the required supporting documentation, including the Consultant Approval Form authorizing the expenses for which reimbursement is being requested, all supporting receipts, and other requested supporting documentation. Itemized receipts shall be provided whenever available. (This paragraph supersedes VI.J.1.b.)

The Contractor must provide an original hotel bill as evidence of overnight accommodations. Transportation costs between locations must include an original bill or statement from the common carrier or a statement of miles driven by the Contractor. For requests for reimbursement of miles driven by the Contractor, supporting documentation from a web-based tool such as MapQuest or Google Maps should be included with the invoice, along with an explanation of the purpose of the trip, beginning and ending destinations, and any stops made along the way.

- G. **REIMBURSABLE EXPENDITURES:** Reimbursable expenditures may include the following actual direct costs incurred by the Contractor: lodging, airfare, public transportation costs, rental fees, advertising, promotional event and service costs, procurement of product samples, shipping costs, and business meals. Requests for these reimbursable direct costs must be approved in writing by VDACS in advance, utilizing the Consultant Approval Form found in Attachment B, when the total cost of items or services are expected to exceed \$1,000 USD for a specific project or activity, or in accordance with requirements for Overnight Travel, Special Projects/Expenses for Other Than Overnight Travel and Combining of Business and Personal Travel. Reimbursement submissions must be supported with original, itemized receipts as well as the written approval from VDACS, when applicable. Meal expenses for overnight travel will

be reimbursed based on allowable per diems for the travel destination instead of actual expenses. Incidental costs such as tips are included in the per diem allowance and will not be reimbursed based on actual expenses. Certain individual expenses may be reimbursed in the local currency paid by the Contractor, when possible and practical for VDACS. When reimbursement is not made in the local currency and an exchange rate is used by VDACS to make reimbursement, the exchange rate for these expenses shall be calculated by using the OANDA currency converter found at: <http://www.oanda.com/currency/converter/> using the rate applicable to the mode of payment (for example: credit card rate, transaction rate, kiosk exchange rate, or the ATM rate) for the actual dates on which the expense was incurred.

Business Meal expenses may be reimbursed at actual cost not to exceed 150% of published US Department of State guidelines. Original, itemized receipts will be required for all business meal reimbursements. All business meal expenses involving entertainment of prospective clients should be noted by selecting "Yes" in the appropriate drop down box on the Consultant Approval Form.

ATTACHMENT B: CONSULTANT APPROVAL FORM



Attachment B

CONSULTANT APPROVAL FORM

Consultant Name: _____

Country / Region: _____

Travel Dates: _____

Location: _____

Estimated costs should be provided for submission of advanced approvals.

Actual costs should be added when submitting reimbursement request.

Trip Costs:	Check all that apply:	Estimated Costs	Actual Costs
Lodging (Gov't Rate)*	<input type="checkbox"/>		
M&IE	<input type="checkbox"/>		\$ -
Registration Fees	<input type="checkbox"/>	\$ -	\$ -
Transportation	<input type="checkbox"/>		\$ -
Business Meals	<input type="checkbox"/>	\$ -	\$ -
Other: _____	<input type="checkbox"/>		\$ -
Other: _____	<input type="checkbox"/>	\$ -	\$ -
Total Trip Costs:		\$ -	\$ -

NOTE: All original, itemized receipts must be attached to approved form when submitting a reimbursement request documentation.

Description of Request and Justification:

	Yes or No
* Will lodging costs fall within US State Department allowances?	<input type="checkbox"/>
Expenses involve prospective client/potential business provision?	<input type="checkbox"/>

☐ Approved

☐ Disapproved

Cost Code

 Authorization: Director of Marketing / International Marketing
 Out of Country or > \$1,000

 Date

 * Authorization: Admin / Finance (Comm. Lodg. Designee)
 If lodging exceeds allowance

 Date

Please complete actual costs on approved form subsequent to travel. Submit approved/completed form along with consultant invoice for reimbursement of travel expenses.

ATTACHMENT C: REQUEST TO COMBINE BUSINESS AND PERSONAL TRAVEL

Request to Combine Business and Personal Travel

Name: _____

Destination: _____

Purpose of Business Travel:

Dates of Official Business Travel: _____

Dates of Personal Travel: _____

The consultant's reimbursement will be limited to travel expenses incurred during the period of official business travel. Official business travel includes:

- The period of time normally required to conduct official business;
- Travel normally required to arrive at and depart from the official place of business (travel that is arranged for the Virginia Department of Agriculture and Consumer Services's (VDACS) benefit to obtain lower fares or costs is considered apart of official business travel);
- Lodging, meals, and other allowable expenses related to the period of travel required to arrive at, conduct, and depart from official business activities.

The consultant is responsible for expenses incurred for personal travel and activities conducted prior to or after the completion of the period of official business travel, except that the VDACS will reimburse the full cost of round trip expenses relating to official travel. The consultant is responsible for any expenses related to accident or injury while not on official state business.

I understand these guidelines and will request reimbursement only for those expenses related to conducting official business for VDACS.

Consultant Signature

Date

Contract Administrator Approval

Date

Division Director/Designee Approval

Date

* Please submit this form at least 30 days in advance of the trip. Attach a copy of the approved form to the reimbursement voucher.

ATTACHMENT D: OFFEROR INFORMATION SHEET (TAB 2)

(Name of Offering Firm)

(Principle Firm Address)

(City, State, Zip Code)

(Signature of Offeror's Representative)

(Printed Name of Offeror's Representative)

(Representative's Title)

(Offering Firm's Telephone Number)

(Offering Firm's Fax Number)

(Offering Firm's E-Mail Address)

ATTACHMENT E: OFFEROR'S REFERENCE DATA SHEET (TAB 3)

1. **QUALIFICATION OF OFFEROR:** The Offeror must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: _____ years _____ months

3. **REFERENCES:** Indicate below a listing of at least three (3) recent references for which you have provided similar contracting services. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

COMPANY NAME AND CONTACT	ADDRESS	PHONE NUMBER/EMAIL	SERVICE DATES

ATTACHMENT F: STATE CORPORATION COMMISSION FORM (TAB 8)

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The offeror:

_____ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

_____ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____